

GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION



2010 Regional/Multnomah County Issues Agenda

Meeting Date: April 6, 2010
Service Area: Government Relations

Agenda Item Number: C-1
Service Area Manager: Ron Papsdorf

REQUESTED COUNCIL ACTION

Move to approve the 2010 Regional/Multnomah County Issues Agenda.

PUBLIC PURPOSE AND COMMUNITY OUTCOME

It is in the City's interest to coordinate its efforts around significant regional intergovernmental issues. An adopted Regional/Multnomah County Issues Agenda that identifies principles and desired outcomes will help effectively guide the City's involvement with other regional partners and agencies.

BACKGROUND

This is a 2010 Council Work Plan item. Staff presented the draft agenda for Council review and discussion at the February 16, 2010 Council meeting. As a result of discussion and feedback from the Council, staff has added a priority issue to the Agenda: Work with Multnomah County to address social service provision to meet the growing needs in Gresham and east Multnomah County.

The issues included within the 2010 Regional/Multnomah County Issues Agenda are in addition to other 2010 Council Work Plan items that have significant intergovernmental aspects, such as the Downtown Plan Implementation and Transportation System Plan projects. However, the agenda has been developed within that broader context of intergovernmental issues and objectives.

The 2010 Regional/Multnomah County Issues Agenda includes the Metro New Look planning initiatives, regional and local public safety initiatives, transportation initiatives, and neighbor city land use and development issues.

RECOMMENDATION AND ALTERNATIVES

N/A

BUDGET / FINANCIAL IMPACT

None

PUBLIC INVOLVEMENT

Staff will coordinate the City's adopted priorities and advocacy efforts with other interest groups as appropriate through meeting presentations, email notifications, and discussion. Groups may include the Gresham Area Chamber of Commerce, East Metro Economic Alliance, Neighborhood Coalition, and other interested parties.

NEXT STEPS

6/8/10	Mid-year update to Council
9/14/10	Council update on Regional/Multnomah County Issues
December 2009	Mayor and Council briefings to review and identify possible Regional/Multnomah County Issues for 2011

ATTACHMENTS

A. 2010 Regional/Multnomah County Issues Agenda

FROM:

Ron Papsdorf, Government Relations Manager

REVIEWED THROUGH:

Office of Governance and Management

FOR MORE INFORMATION

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Gresham City Council

2010 Regional/Multnomah County Issues Agenda

April 2010

City of Gresham
1333 NW Eastman Parkway
Gresham, Oregon 97030
www.ci.gresham.or.us



ABOUT GRESHAM

The City of Gresham is the fourth largest city in Oregon and the second largest in the Portland metropolitan area. Gresham has a diverse population of over 100,000 that is made up of long time residents, young professionals, families, and new immigrant communities. Over the last twenty years, Gresham has experienced rapid growth and transformed from a rural, farming community to a burgeoning urban area that provides a high quality of life for its residents and business community.

The City has taken a visionary land-use direction by creating three exciting neighborhood districts along the MAX light rail line. These districts offer unique opportunities for urban development and redevelopment. The City is working hard to implement two significant urban growth boundary expansion areas that will include vibrant new urban neighborhoods and critical industrial and employment development for the City, region, and state.

The City takes a proactive, creative, and assertive approach to identify ways to improve the quality of life for our citizens and the image of our community.

Gresham City Council

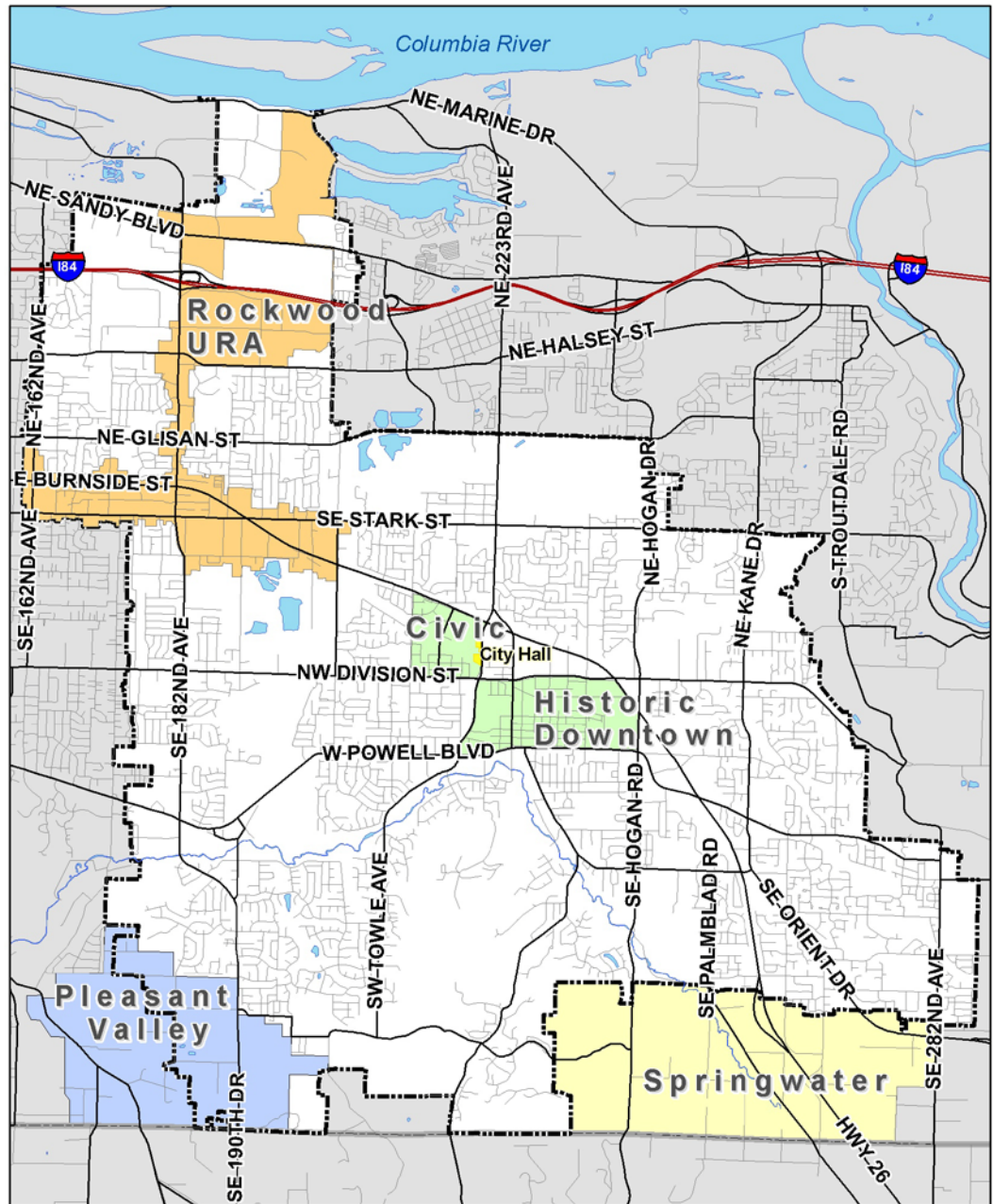
Mayor Shane Bemis
David Widmark, Council President
Shirley Craddick
Josh Fuhrer
Carol Nielsen-Hood
Richard Strathern
Paul Warr-King

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Gresham, Oregon



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STATEMENT OF PUBLIC INTEREST AND BENEFIT

This statement of the City's Regional and Multnomah County Issues Agenda will guide the City's involvement with a variety of intergovernmental issues during 2009. The City's priorities focus on strengthening Gresham's relationships with local, regional, state, and federal governments to develop the partnerships needed to advance the City's interests.

GOAL

Identify priorities and positions for regional collaboration and advocacy to advance the City's interests.

PRINCIPLES

- Preserve Gresham's local decision-making authority
- Support efforts to stabilize local government funding
- Seek fair distribution of economic development and growth
- Support efforts to improve housing and increase home ownership
- Seek support and assistance for infrastructure investments necessary to implement Gresham's Five Initiatives

KEY PRIORITIES

1. Ensure Metro's Making the Greatest Places initiative incorporates Gresham's perspectives and interests.
2. Seek support for the implementation of Urban Growth Boundary expansion areas.
3. Work toward a long-term transportation solution for the I-84 to US 26 Corridor and advocate funding prioritization for identified improvements.
4. Advocate for adequate resources and partnerships to ensure improved transit security.
5. Work with Multnomah County to address social service provision to meet the growing needs in Gresham and east Multnomah County.
6. Support regional efforts on affordable housing and coordinate Gresham's goals with Portland and the rest of the region.

LAND USE AND ECONOMIC DEVELOPMENT

Cities play an essential role in expanding the State's economic vitality. Local, and state tools available to local jurisdictions, are limited and do not fully reflect the current economic realities facing the State and its cities.

The City of Gresham must work with its regional partners to find solutions to current land use issues that are sensitive to their implications for municipalities and their ability to deliver high-quality and sustainable services.

The City of Gresham supports efforts that will generate community wealth, foster regional linkages, support quality education options, and create a balanced and diverse industrial base that provides livable wage jobs and a full range of community services.

Priority Issue **Ensure Metro's Making the Greatest Places initiative (Infrastructure and Public Investment Analysis, Urban/Rural Reserves, RTP Update, Performance-based Growth Management) incorporates Gresham's perspectives and interests – Metro, Multnomah County, Cities**

The Making Greatest Places initiative is a Metro-led series of projects that will shape the region for decades to come. The results of these efforts will have a significant impact on Gresham's future growth and development.

1. Investing in our communities – how we steer growth into existing commercial areas and promote vibrant mixed-use centers that use land most efficiently and provide more housing and transportation options for residents.
2. The shape of the region – how we manage expansion of the urban growth boundary in a way that protects valuable agricultural land, but also allows for responsible growth.
3. The Regional Transportation Plan (RTP) – how we update the Plan to make it financially realistic and support the region's growth management values.
4. Design – how we implement plans for development within the existing urban growth boundary by developing criteria to ensure decisions support the region's goals and expectations for high-quality development.

Gresham's advocacy related to these efforts will focus on preserving local decision-making authority; seeking a fair distribution of economic development and its costs and benefits; and seeking support and assistance for infrastructure investments necessary to implement Gresham's Five Initiatives.

Priority Issue **Seek regional support for the implementation of Urban Growth Boundary expansion areas – Metro, Counties, Cities**

The City of Gresham is responsible for two of the largest urban growth boundary expansions in the State. Properly preparing these areas for implementation of

quality new communities and especially industrial job creation, is a vital concern to both the City of Gresham and the region.

The City will advocate for infrastructure investments and other support for efforts to implement UGB expansion areas.

Advocate for Gresham investment opportunities for the Metro Transit Oriented Development program – *Metro*

The Metro Transit Oriented Development (TOD) program is an important regional tool for implementing urban development in the region’s designated centers. Gresham has benefited from strategic TOD investments in Downtown and Civic Neighborhood. Those investments are helping these neighborhoods reach a “tipping point” in the market that will lead to additional urban development.

The will support regional funding of the Metro TOD program and work to ensure additional TOD program investments in the community.

Coordinate Pleasant Valley implementation issues – *Metro, Multnomah County, Portland, Damascus*

The implementation of the Pleasant Valley urban growth boundary expansion area requires close coordination with surrounding jurisdictions.

The City will work with these jurisdictions to ensure efficient and timely improvements to infrastructure and expansion of

service provision; collection and expenditure of systems development charges; and appropriately timed annexations.

Participate in the Damascus Community Plan preparation – *Damascus, Clackamas County*

The City of Damascus has begun preparing their Community Plan. The Plan will have important ramifications for Gresham and our future growth and development.

The City will participate in the planning process and ensure that Gresham’s interests are considered.

Coordinate County land disposition proposals to ensure they are consistent with or advance the City’s goals and objectives – *Multnomah County*

Multnomah County is pursuing a number of options to dispose of County-owned properties within Gresham. The City will work with the County to implement a coordinated approach to these issues in order to inform the County process of potential impacts on the City’s land use, development, and economic development goals.

TRANSPORTATION

The City is responsible for maintaining over 300 miles of streets, over 20,000 signs, over 7,500 streetlights and 96 traffic signals, representing a \$2 billion public investment. Transportation investments and projects have a significant and direct impact on many of the City's objectives for economic development and job creation.

Priority Issue **Work toward a long-term transportation solution for the I-84 to US 26 Corridor and advocate funding prioritization for identified improvements – Metro, ODOT, East Metro Cities.**

A previous analysis of this corridor identified a long-term need for the equivalent of six new arterial lanes of capacity. The study recommended a more detailed regional corridor plan for one of several candidate corridor improvements that would provide improved vehicle capacity and a high capacity transit facility to serve existing and future travel demand. In January 2010, the Joint Policy Advisory Committee on Transportation (JPACT) adopted this corridor planning effort as one of two in the region to move ahead over the next year. The Study will evaluate and identify north-south improvements from I-84 to US 26. The City will be a key participant in the work and will advocate for funding for identified improvements.

Coordinate the Springwater/US 26 access improvement project – ODOT, Multnomah County.

Access improvements on US 26 in the Springwater Plan area are essential for attracting industrial development and implementing the Plan. The City has secured state funding for the design and construction of phase 1 improvements. The City will coordinate with partner agencies during the design and development of these improvements to ensure timely and appropriate implementation.

Support local, regional, and state transportation funding initiatives and advocate for Gresham priorities – Region.

Transportation funding initiative discussions are occurring both regionally and at the state level. The City will advocate for funding efforts that provide regional funding for regional projects, including the Sellwood Bridge; increase funding for maintenance and preservation; and help local community and economic development goals.

PUBLIC SAFETY/COMMUNITY LIVABILITY

Public safety systems within a municipality are vital to the health and safety of the community. The City of Gresham faces significant public safety issues that it can not fully address alone.

Gresham must continue to be an active partner with other agencies to provide direct or complimentary public safety services. The City must further advocate for its interests in a variety of public safety related venues.

Priority Issue **Advocate for adequate resources and partnerships to ensure improved transit security – TriMet, Portland.**

Demand for police services on TriMet property and vehicles has increased significantly in Gresham while transit security resources have remained largely static. The City will continue to partner with other agencies to secure additional transit security resources and improve transit security in order to enhance the usefulness and positive impact of transit services in Gresham.

Priority Issue **Work with Multnomah County to address social service provision to meet the growing needs in Gresham and east Multnomah County.**

The need for social services provided by Multnomah County has grown significantly in east Multnomah County with population growth and increased poverty resulting from population shifts resulting from increased housing prices in Portland. The City will engage the County to seek increased social service provision that is responsive to this population shift within the County.

Seek and develop partnerships to improve community livability in the Outer East Portland and West Gresham areas – Portland, Multnomah County.

Many of the issues facing the West Gresham area are also present in Outer East Portland. These issues would benefit from a collaborative approach between Gresham, Portland and Multnomah County in order to maximize their effectiveness. The City will identify and build partnering opportunities to address issues of community development, poverty, crime, and infill.

Participate in joint public safety initiatives and advocate Gresham's interests – Portland, Multnomah County, East Metro Cities.

Gresham benefits from a regional approach to many public safety and public safety-related efforts. Gresham will participate in the following efforts:

- Regional recruitment
- East Metro Gang Enforcement Team
- Criminal Justice Advisory Committee
- Juvenile Justice Advisory Commission

HOUSING

The Council has highlighted housing as an important issue for the City. The Council has initiated a rental housing maintenance code to eradicate substandard housing and taken on development of city-wide housing policies as part of its 2008 Work Plan. The following issues represent key opportunities for the City to engage in regional and statewide discussions around housing policy.

Priority Issue **Participate in the MPAC Subcommittee (Regional Housing Choice Task Force) and other groups on affordable housing and coordinate Gresham goals with Portland and regional goals – *Region*.**

The City should be attuned to a variety of special-purposes and ad hoc regional housing efforts that periodically emerge, including the Regional Housing Choice Task Force, the Permanent Supportive Housing Funders' Group, and the Coordinating Committee to End Homelessness. The City's focus will be to ensure that Gresham's priorities and issues are well represented in these policy discussions, particularly when they involve the distribution of resources to promote housing-related goals and the regional distribution of affordable housing units.

Participate in the Oregon Housing Alliance to advocate for increased housing resources – *Housing Alliance*.

As a member of this statewide coalition to advance a range of housing issues in the state legislature, the City should be actively engaged in efforts to advocate for more resources to improve housing choices available to Gresham residents. Current discussions in the Housing Alliance involve a range of issues from mobile home park conversions to preservation of affordable housing. A central issue is the identification of a dedicated revenue source to fund quality affordable housing projects.

Develop a more coordinated and integrated process through regional partnerships and the Social Housing Study – *Portland, Multnomah County, Portland Development Commission, Housing Authority of Portland*.

The City is participating in a study led by the City of Portland to look at ways the five public agencies in Multnomah County involved in housing can improve the planning, development and operation of housing for people not served by the private market. The study is evaluating structural barriers and recommending systems changes that could promote greater efficiency, increased social impact, and better alignment with the housing goals set out by the governing bodies of the agencies.

GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION



Award to Private Business: HVAC Energy Management System Upgrade – City Hall

Meeting Date: April 6, 2010
Service Area: Finance & Mgmt. Svc.

Agenda Item Number: C-2
Service Area Manager: Deborah Bond

REQUESTED COUNCIL ACTION

Move to award a contract to Hunter-Davisson, Inc. for City Hall HVAC Energy Management System upgrade and authorize the City Manager to sign a contract for \$63,886 for the retrofit project.

PUBLIC PURPOSE AND COMMUNITY OUTCOME

The purpose of the HVAC control retrofit is to improve the energy efficiency of the HVAC system. Once the retrofit is complete, electrical consumption and natural gas consumption will be reduced, and the City's green house gas emissions (carbon footprint) will also be reduced. The green house gas emissions reduction will help the City achieve the goal set by the US Mayors' Climate Protection Agreement signed by Mayor Shane Bemis.

BACKGROUND

The City Hall building is about 14 years old, and the computerized HVAC control system, while not completely obsolete, is relatively inefficient compared to the new control technology available today. More importantly, the components of the current system are no longer supported by the manufacturer, and if a controller should fail, there is no replacement available.

City Staff, working in conjunction with the Energy Trust of Oregon, had an energy audit performed on the City Hall building by Abacus Energy Resource Management Company. The audit, funded by the Energy Trust, concluded that an HVAC control retrofit would greatly improve the building's energy efficiency. The estimated utility savings, after performing the retrofit of controllers on the building's major mechanical components and the air delivery system on the 3rd floor, are projected at about \$34,000 per year. The cost payback time on the investment is about 2 years. Based on the audit, the City qualifies for up to 35% reimbursement on the project cost from the Energy Trust. If Business Energy Tax Credits (BETC) are still salable in the future, this project also qualifies for up to a 25% BETC credit.

The \$63,886 is to purchase new software and retrofit all the computerized controls on the major HVAC mechanical components (compressors, motors, boiler, pumps, etc.) as well as replace the zone manager board and peripheral equipment for the 3rd floor. The retrofitting of components on the 1st and 2nd floor would be scheduled to occur in the near future, based on available funding.

City Staff submitted an RFP and received 6 proposals from various contracting firms.

Hunter-Davisson was unanimously selected by the rating panel to be the best qualified for the job at the most reasonable cost.

RECOMMENDATION AND ALTERNATIVES

Staff recommends that Council move to award a contract to Hunter-Davisson and authorize the City Manager to sign a contract for \$63,886 for the HVAC control retrofit work.

Council may choose not to award a contract to Hunter-Davisson and instruct staff to continue pursuing other potential opportunities regarding increasing energy efficiency at City facilities.

BUDGET / FINANCIAL IMPACT

The funds for the HVAC energy management system upgrade are appropriated in the Facilities & Fleet Management Fiscal 2009/2010 budget.

PUBLIC INVOLVEMENT

The RFP was advertised per City purchasing procedures, including both electronic and paper media. Private HVAC mechanical/controls contractors that are on the City's contact list also received a copy of the RFP.

NEXT STEPS

- City Manager to sign contract with Hunter-Davisson
 - Work to commence on the HVAC control retrofit scheduled for April 12, 2010, with a completion date of June 15, 2010.
-

ATTACHMENTS

- A. Proposed contract with Hunter-Davisson
-

FROM:

Deborah Bond, Finance and Management Services Director
David Brugato, Facilities and Fleet Manager

REVIEWED THROUGH:

David Ris, City Attorney
Office of Governance and Management

FOR MORE INFORMATION

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Telephone: 503-618-2296
Staff E-Mail: david.brugato@greshamoregon.gov
Website: www.greshamoregon.gov

STANDARD PUBLIC CONTRACT

CONTRACT NO. _____

This Contract is between the CITY OF GRESHAM, a municipal corporation of the State of Oregon (City) and Hunter-Davisson, Inc. (Contractor). The City's Project Manager for this Contract is Julie Larsen.

The parties mutually covenant and agree as follows:

1. Effective Date and Duration.

This contract is effective on April 7, 2010, or on the date at which every party has signed this contract, whichever is later. The work under this contract shall be completed, unless otherwise terminated or extended, on or before June 30, 2010.

2. Statement of Work.

The work under this contract is for an energy management system upgrade to the City Hall Building, third floor. The statement of work, including the delivery schedule for the work, is contained in Exhibit A. Contractor shall, at its own risk and expense, perform the work described and furnish all labor, equipment, materials and permits required for the proper performance of the work. The risk of loss for such work shall not shift to the City until written acceptance of the work by the City.

3. Consideration.

- a. City agrees to pay Contractor a sum not to exceed \$63,886.00 for accomplishing the work required by this contract, including allowable expenses.
- b. Any interim payments to Contractor shall be made only in accordance with the schedule and requirements in Exhibit A.
- c. City certifies that sufficient funds have been appropriated to make payments required by this contract during the current fiscal year. Payment for work performed after June 30 of any given year is subject to funds being appropriated by the Gresham City Council. If funds are not appropriated, the City may terminate this contract by notice to the Contractor.

Business Name (please print): _____
 Contact Name: _____ Phone: _____
 Fax: _____ E-Mail _____
 Address: _____
 Social Security #: _____ Gresham Business License # _____
 Federal Tax ID #: _____ State Tax ID #: _____
 Citizenship: Nonresident alien _____ Yes _____ No _____
 Business Designation (check one): _____ Individual _____ Sole Proprietorship _____ Partnership
 _____ Corporation _____ Government _____ Nonprofit

I, the undersigned, understand that the Standard Terms and Conditions for Standard Public Contracts and Exhibits A, B, C, and D are an integral part of this contract and agree to perform the work described in Exhibit A in accordance with the terms and conditions of this contract; certify under penalty of perjury that I/my business am not/is not in violation of any Oregon tax laws; and certify I am an independent contractor as defined in ORS 670.600

NOTICE TO CONTRACTOR: This contract does not bind the City of Gresham unless and until the City Manager or Designee has executed it.

Approved:	<hr/>	
	City Manager or Designee	Date
Approved:	<hr/>	
	Project Manager	Date
Reviewed:	<hr/>	
	City Attorney or Designee	Date

CITY OF GRESHAM
STANDARD TERMS AND CONDITIONS FOR STANDARD PUBLIC CONTRACTS

1. Contractor is Independent Contractor

a. Contractor shall perform the work required by this contract as an independent contractor. Although the City reserves the right (i) to specify the desired results; (ii) to determine (and modify) the delivery schedule for the work to be performed; and (iii) to evaluate the quality of the completed performance, the City cannot and will not control the means or manner of the Contractor's performance. The Contractor is responsible for determining the appropriate means and manner of performing the work.

b. The Contractor represents and warrants that Contractor (i) is not currently an employee of the federal government or the State of Oregon, and (ii) meets the specific independent contractor standards of ORS 670.600, as certified on the Independent Contractor Certification Statement attached as Exhibit D. Contractor represents and warrants that all subcontractors shall also meet such independent contractor standards.

c. Contractor will be responsible for any federal or state taxes applicable to any compensation or payment paid to Contractor under this contract.

d. Contractor is not eligible for any federal Social Security, unemployment insurance, state Public Employees' Retirement System, or workers' compensation benefits from compensation or payments to Contractor under this contract.

2. Subcontracts and Assignment

Contractor shall not subcontract any of the work required by this contract, or assign or transfer any of its interest in this contract, without the prior written consent of the City. Contractor agrees that if subcontractors are employed in the performance of this contract, the Contractor and its subcontractors are subject to the requirements and sanction of ORS Chapter 656, Workers' Compensation.

3. No Third Party Beneficiaries

City and Contractor are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.

4. Successors in Interest

The provisions of this contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective successors and approved assigns, if any.

5. Early Termination

- a. The City and the Contractor, by mutual written agreement, may terminate this Contract at any time.
- b. The City, on 30 days written notice to the Contractor, may terminate this Contract for any reason deemed appropriate in its sole discretion.
- c. Either the City or the Contractor may terminate this Contract in the event of a breach of the Contract by the other. Prior to such termination, however, the party seeking the termination shall give to the other party written notice of the breach and of the party's intent to terminate. If the Party has not entirely cured the breach within 15 days of the notice, then the party giving the notice may terminate the Contract at any time thereafter by giving a written notice of termination.

6. Payment on Early Termination

- a. If this contract is terminated under 5(a) or 5(b), the City shall pay the Contractor for work performed in accordance with the Contract prior to the termination date.
- b. If this contract is terminated under 5(c), by the Contractor due to a breach by the City, then the City shall pay the Contractor as provided in subsection (a) of this section.
- c. If this contract is terminated under 5(c), by the City due to a breach by the Contractor, then the City shall pay the Contractor as provided in subsection (a) of this section, subject to set off of excess costs, as provided for in section 7, Remedies.

7. Remedies

- a. In the event of termination under 5 (c), by the City due to a breach by the Contractor, then the City may complete the work either itself, by agreement with another contractor, or by a combination thereof. In the event the cost of completing the work exceeds the remaining unpaid balance of the total compensation provided under this contract, then the Contractor shall pay to the City the amount of the reasonable excess.
- b. The remedies provided to the City under section 5 and section 7 for a breach by the Contractor shall not be exclusive. The City also shall be entitled to any other equitable and legal remedies that are available.
- c. In the event of breach of this Contract by the City, then the Contractor's remedy shall be limited to termination of the Contract and receipt of payment as provided in section 5(c) and 6(b).

8. Access to Records

Contractor shall maintain and the City (and its authorized representatives) shall have access to all books, documents, papers and records of Contractor which relate to this contract for the purpose of making audit, examination, excerpts, and transcripts for a period of three years after final

payment. Copies of applicable records shall be made available upon request. Payment for cost of copies is reimbursable by the City.

9. Ownership of Work

All work products of the Contractor that result from this contract, including but not limited to background data, documentation and staff work that is preliminary to final reports, are the property of City. Draft documents and preliminary work submitted to the City for review and comment shall not be considered as owned, used or retained by the City until the final document is submitted.

The City shall own all proprietary rights, including but not limited to copyrights, trade secrets, patents and all other intellectual or other property rights in and to such work products. Preexisting trade secrets of the Contractor shall be noted as such and shall not be considered as a work product of this contract. All such work products shall be considered "works made for hire" under the provisions of the United States Copyright Act and all other equivalent laws.

Any materials designated as "confidential" that may be provided to Contractor by City at any time relating to this contract shall be treated confidentially by the Contractor, and shall not be disclosed to any other person by the Contractor without the advance written permission of the project manager. Contractor shall return all confidential materials upon request.

Use of any work product of the Contractor by the City for any purpose other than the use intended by this contract is at the risk of the City. Use of any work product by Contractor is prohibited without the written consent of the City.

10. Compliance with Applicable Law

Contractor shall comply with all federal, state, and local laws, regulations, executive orders and ordinances applicable to the work under this contract, including without limitation, ORS 279A.120, ORS 279B.020, ORS 279B.220, ORS 279B.225, ORS 279B.230, and ORS 279B.235, as set forth on Exhibit B. Without limiting the foregoing, Contractor expressly agrees to comply with: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996; (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. A condition or clause required by law to be in this contract shall be considered included by these references.

11. Indemnity and Hold Harmless

Contractor shall defend, save, hold harmless, and indemnify the City, its officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the activities of Contractor or its officers, employees, subcontractors, or agents under this

contract. Contractor waives any and all statutory or common law rights of defense and indemnification by the city.

12. Insurance

Contractor shall provide insurance in accordance with Exhibit C.

13. Waiver

The failure of the City to enforce any provision of this contract shall not constitute a waiver by the City of that or any other provision.

14. Errors

The Contractor shall perform such additional work as may be necessary to correct errors in the work required under this contract without undue delays and without additional cost.

15. Governing Law

The provisions of this contract shall be construed in accordance with the laws of the State of Oregon and ordinances of the City of Gresham, Oregon. Any action or suits involving any question arising under this contract must be brought in the appropriate court in Multnomah County, Oregon. If the claim must be brought in a federal forum, then it shall be brought and conducted in the United States District Court for the District of Oregon.

16. Severability

If any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held invalid.

17. Business License

The Contractor shall obtain a City of Gresham business license as required by GRC 9.05.020 prior to beginning work under this contract. The Contractor shall provide a business license number in the space provided on page two of this contract.

18. Merger Clause

THIS CONTRACT AND ATTACHED EXHIBITS CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE OF TERMS OF THIS CONTRACT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN,

NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. BY ITS SIGNATURE CONTRACTOR ACKNOWLEDGES IT HAS READ AND UNDERSTANDS THIS CONTRACT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

EXHIBIT A
STATEMENT OF WORK, COMPENSATION
and
PAYMENT SCHEDULE

HVAC DDC Controls System Improvement to be done in the City Hall Building, 3rd Floor, 1333 NW Eastman Pkwy, Gresham, OR 97030

A. For Terminal Units

1. Removal of 59 existing Honeywell W7751 VAV controllers from the existing third floor VAV terminal units. (to be left on site)
2. Removal of 3rd floor VAV zone manager. (to be left on site)
3. Installation of 59 each Honeywell Spyder Lon Mark compliant VAV controllers without on board drive motors.
4. Install duct sensors for all terminal units with reheat.
5. Reuse existing Heating Valve actuators (where applicable) and Honeywell ML6161 damper drive motors for terminal units.
6. Inspect existing network wiring for the floor to verify compatibility with the new system controllers. This network cabling may be reused if we determine it will not compromise the integrity of the new system. This cable appears to be housed in conduit and we would assume it to be in good condition. We have included a price alternate to replace cabling if needed. (see note F-2 below)
7. Provide post install calibration and balance of the converted VAV terminals, provide balance report as part of the O&Ms. Work to be done by HDI balancing technician.
8. New 20Kohm blank wall modules.
9. Rewire existing occupancy sensors for specific zones for occupancy over-ride of specific Terminal Units. (conference rooms)

B. For Boiler Plant and Mechanical Room

1. Remove existing boiler plant controller (Excel 100) from main control panel.
2. Installation of a Honeywell WEB 600 WEB Based building management controller with required expansion modules for managing and controlling the boiler plant systems and 3rd floor Terminal Units. This controller will require a CAT 5 connection to the buildings LAN for connectivity via a WEB browser.
3. Provide panel mounted surge protection.
4. Provide new terminal block assemblies for the existing panel to reroute and clean up the sensor and relay wiring.
5. Provide new enable/disable relays to replace existing relays located in the junction box above the main panel for systems controlled by the existing boiler control module.
6. Provide new sensors as needed for boiler temperature monitoring.

7. Provide room sensor in the mechanical room and tie in Unit Heater 1 to the new Jace for room temperature control and monitoring.
8. Parts for RTU retrofit to include: temperature sensors, new electronic building and duct transducers, required relays to control and monitor RTU components.
9. Provide and install Outside Air Temperature Sensor.
10. Connect network wiring as needed to the 3rd floor Terminal Units and new RTU controllers and isolate from the existing CBUS network for the 2nd and 1st floors.

C. For Roof Top Unit Conversions

1. Prep Rooftop Units for conversion by installing the following new components (normal hours).
 - New Building and Duct pressure transmitters.
 - New supply and mixed air sensors.
 - New duct mounted CO2 sensors for DVC of economizer function.
 - New relays and CTs as needed for start stop and monitoring of Fans and Compressors.
 - Pre wire new devices where possible.
2. Retrofit rooftops once prepared for transition from existing controls to new. (weekend work).
 - Removal of existing McQuay MicroTech controllers and unneeded factory components.
 - Installation of a Honeywell XL50 Plant Controller with user interface (*this device will provide both a LON and CBUS network functions so we can map the RTU supply air temperature values to the 1st and 2nd floor Terminal units*).
 - Low voltage wiring as required to tie in all enable functions, controls signals, status functions.
 - Tie in to Supply and Return fan VFDs for independent static control (duct and building).
 - Program download and functional testing of the Rooftop Controls, functional testing to be completed prior to normal business hours the following Monday.

D. General Inclusions/Comments

1. System programming as required for a fully operational system is included.
2. User training as required.
3. Permits as required.
4. (3) O&M Manuals in three ring binders.
5. One year parts and labor warranty.
6. One year remote technical support if access is allowed.

7. ***Retrofit of the Rooftop Units will affect the heating operation of the terminal units on the 2nd and 1st floors. These boxes will fail to a cooling state if they do not receive information from the network regarding the supply air temperature from the RTUs. This will negatively impact warm up operations for the 1st and 2nd floor terminal units. We will be using the XL50 controllers for the rooftop units, this will allow us to map the supply air temperature from the RTUs to the existing VAVs for 1st and 2nd floor via the CBUS.***
8. If you prefer that the existing ML6161 damper motors be removed and that we use a direct coupled VAV controller with integral motor there will not be a cost impact.
9. The Honeywell WEBs AX platform system provides the following key features.
 - a. WEB access from any browser.
 - b. Multi user, multi-level secure access.
 - c. Live graphics for all key systems VAVs, FPBs, RTUs.
 - d. Set-point screens for managing user settings.
 - e. Easy to use scheduler.
 - f. History and trend logging of all critical points.
 - g. History report exporting in CSV format.
 - h. Alarm manager with Email alarm notification of critical alarms.
 - i. Custom reports options.
 - j. Floor Graphics for easy navigation.

E. Exclusions:

1. Line Voltage wiring work, not anticipated.
2. Wall blemish repairs if needed for sensor locations. Replacement sensors are similar in size and type.
3. Repair of major system components that are found inoperable during our work. These items as identified will be brought to the attention of the Facilities Department Coordinator.

F. Additional alternates to base bid:

1. Provide a Honeywell Reveal Touch Screen Appliance to the Boiler Room Panel. This device will allow access to view and modify set-points for the converted Rooftop Units and 3rd floor terminal units at the boiler plant control panel.
2. Replace existing network wire with new during retrofit.
3. Purchase and install WEB STATION AX Small Building Software (license covers up to 3 Jace's) with one time licensing fee. Integrate 3rd floor Jace to new software. This work will allow for future integration of the additional floors. It will need to be added for the next phase of work if done.

G. Product Support:

1. HDI will continue to support current hardware and software for it's useful life.

2. Honeywell's development of the WEBS AX platform due to it's OPEN standard allows for backward compatibility to older versions. The programming tools provided to us allow us to provide custom integration of multiple protocol standards and import new programming tool as they develop.
3. Honeywell has focused on continued development and expansion of these systems and in every case has standardized on backward compatibility.
4. HDI will retain software backups of the installed systems and also retain the Software VS. profile for future work.

Project Schedule of Values for Base Bid

PROJECT TITLE: HVAC DDC Control System Improvements			
RFP # 10 23			
FOR: City of Gresham/City Hall			
Contractor: Hunter-Davisson, Inc.			
Project Element/Contract Item	Schedule of Values		
	Labor	Materials /Misc	Total
Job Site Review Pre Job Planning	\$944		\$944
Parts/Materials/Hardware for RTUs/VAVs/Plant Systems		\$26,450	\$26,450
Jace Licensing 1 time fee		\$250	\$250
VAV Retrofit	\$8,820		\$8,820
Boiler Plant Retrofit	\$1,200		\$1,200
Retrofit of RTUs pre wiring	\$1,930		\$1,930
Retrofit of RTUs weekend Work	\$2,650		\$2,650
Key system programming	\$7,750		\$7,750
Functional Testing	\$2,450		\$2,450
Balance and Calibration	\$2,130		\$2,130
Final Training	\$473		\$473
Permit		\$125	\$125
Overhead/Engineering/Supervision/Drawings		\$1,770	\$1,770
Labor Warranty 1 year		\$2,238	\$2,238
Materials and parts warranty		\$0	\$0
BASE TOTALS	\$28,347	\$30,833	\$59,180
Additional alternatives to base bid			
Honeywell Reveal Touch Screen Appliance			\$625
Replace existing network wiring			\$1,800
Web Station AX software			\$2,281
TOTALS	\$28,347	\$30,833	\$63,886

Payment Schedule

The City will pay in full once the work is complete and has been accepted by the City's Project Manager. The City's payment terms are Net 30. One itemized invoice is to be submitted referencing this contract number.

EXHIBIT B

OREGON STATUTORY PROVISIONS

A condition or clause required by law to be in this contract shall be considered included by these references.

REQUIRED STATUTORY PROVISIONS

ORS 279B.220 Conditions concerning payment, contributions, liens, withholding.

Every public contract shall contain a condition that the contractor shall:

- (1) Make payment promptly, as due, to all persons supplying to the contractor labor or material for the performance of the work provided for in the contract.
- (2) Pay all contributions or amounts due the Industrial Accident Fund from the contractor or subcontractor incurred in the performance of the contract.
- (3) Not permit any lien or claim to be filed or prosecuted against the state or a county, school district, municipality, municipal corporation or subdivision thereof, on account of any labor or material furnished.
- (4) Pay to the Department of Revenue all sums withheld from employees under ORS 316.167.

ORS 279B.225 Condition concerning salvaging, recycling, composting or mulching yard waste material.

Every public contract for lawn and landscape maintenance shall contain a condition requiring the contractor to salvage, recycle, compost or mulch yard waste material at an approved site, if feasible and cost-effective.

ORS 279B.230 Condition concerning payment for medical care and providing workers' compensation.

- (1) Every public contract shall contain a

condition that the contractor shall promptly, as due, make payment to any person, copartnership, association or corporation furnishing medical, surgical and hospital care services or other needed care and attention, incident to sickness or injury, to the employees of the contractor, of all sums that the contractor agrees to pay for the services and all moneys and sums that the contractor collected or deducted from the wages of employees under any law, contract or agreement for the purpose of providing or paying for the services.

- (2) Every public contract shall contain a clause or condition that all subject employers working under the contract are either employers that will comply with ORS 656.017 or employers that are exempt under ORS 656.126.

ORS 279B.235 Condition concerning hours of labor.

- (1) Except as provided in subsections [5 and 6] of this section, every public contract subject to this chapter must contain a condition that a person may not be employed for more than 10 hours in any one day, or 40 hours in any one week, except in cases of necessity, emergency or when the public policy absolutely requires it, and in such cases, except in cases of contracts for personal services designated under ORS 279A.055, the employee shall be paid at least time and a half pay:

- (a) (A) For all overtime in excess of eight hours in any one day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; or
- (B) For all overtime in excess of 10 hours in any one day or 40 hours in any one week when the work week is

four consecutive days, Monday through Friday; and

(b) For all work performed on Saturday and on any legal holiday specified in ORS 279B.020.

(2) An employer must give notice in writing to employees who work on a public contract, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(3) In the case of contracts for personal services as described in ORS 279A.055, the contract shall contain a provision that the employee shall be paid at least time and a half for all overtime worked in excess of 40 hours in any one week, except for individuals under personal services contracts who are excluded under ORS 653.010 to 653.261 or under 29 U.S.C. 201 to 209 from receiving overtime.

(5)(a) ***** [C]ontracts for services must contain a provision that requires that persons employed under the contracts shall receive at least time and a half pay for work performed on the legal holidays specified in a collective bargaining agreement or in ORS 279B.020 (1)(b)(B) to (G) and for all time worked in excess of 10 hours in any one day or in excess of 40 hours in any one week, whichever is greater.

(b) An employer shall give notice in writing to employees who work on a contract for services, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and days per week that the employees may be required to work.

(6) This section does not apply to public contracts:

(c) For goods or personal property.

OTHER STATUTORY PROVISIONS

ORS 279A.120 Preference for Oregon goods and services; nonresident bidders.

(1) As used in this section:

(a) "Nonresident bidder" means a bidder who is not a resident bidder.

(b) "Resident bidder" means a bidder that has paid unemployment taxes or income taxes in this state during the 12 calendar months immediately preceding submission of the bid, has a business address in this state and has stated in the bid whether the bidder is a "resident bidder" under this paragraph.

(3) When a public contract is awarded to a nonresident bidder and the contract price exceeds \$10,000, the bidder shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. The contracting agency shall satisfy itself that the requirement of this subsection has been complied with before the contracting agency issues a final payment on a public contract.

STATUTORY REFERENCES OF INTEREST

ORS 279B.020 Maximum hours of labor on public contracts; exceptions; liability to workers; rules

EXHIBIT C

STANDARD PUBLIC CONTRACT INSURANCE REQUIREMENTS

To: Insurance Agent. Please provide Certificates of Insurance to the project manager. During the term of the contract, please provide Certificates of Insurance prior to each renewal.

During the term of this contract, Contractor shall maintain in force at its own expense all insurance noted below:

Workers Compensation insurance in compliance with ORS 656.017. All employers, including Contractor, that employ subject workers who work under this Contract in the State of Oregon shall comply with ORS 656.017 and provide the required Workers' Compensation coverage, unless such employers are exempt under ORS 656.126. Contractor shall ensure that each of its subcontractors complies with these requirements. Contact City of Gresham Risk Management at 503-618-2451 if exempt.

Commercial General Liability insurance, on an occurrence basis, with a combined single limit of not less than \$1,000,000 for each occurrence of bodily injury, personal injury and property damage. It shall include coverage for broad form contractual liability; broad form property damage; personal and advertising injury; owners and contractor protective; premises/operations; and products/completed operations. Coverage shall not exclude excavation, collapse, underground, or explosion hazards.

Commercial Automobile Liability insurance with a combined single limit, or the equivalent of not less than \$1,000,000 for each accident for Bodily Injury and Property Damage, including coverage for owned, hired and non-owned vehicles. "Symbol One" coverage shall be designated.

Notice of cancellation or change. There shall be no cancellation, material change, reduction of limits or intent not to renew the insurance coverage(s) without 30 days written notice from the Contractor or its insurer(s) to the City. This notice provision shall be by endorsement physically attached to the certificate of insurance.

Additional Insured. For general liability insurance and automobile liability insurance the City, and its agents, officers, and employees will be Additional Insureds, but only with respect to Contractor's services to be provided under this contract. This coverage shall be by endorsement physically attached to the certificate of insurance.

Certificates of Insurance. Contractor shall furnish insurance certificates acceptable to City prior to commencing work. The certificate will include the deductible or retention level and required endorsements. Insuring companies or entities are subject to City approval. If requested, copies of insurance policies shall be provided to the City. Contractor shall be responsible for all deductibles, self-insured retention's, and/or self-insurance.

EXHIBIT D
CERTIFICATION STATEMENT FOR INDEPENDENT CONTRACTOR

I. INDEPENDENT CONTRACTOR STANDARDS

As used in ORS chapters 316, 656, 657, 671 and 701, "independent contractor" means a person or business entity that provides services for remuneration and who, in the provision of the services, meets the following criteria of ORS 670.600.

II. BASIC REQUIREMENTS

1. The Contractor is free from direction and control over the means and manner of providing the services, subject only to the right of the City to specify the desired results;
 2. The Contractor is customarily engaged in an independently established business;
 3. The Contractor is licensed under ORS chapter 671 or 701 if the person provides services for which a license is required under ORS chapter 671 or 701; and
 4. The Contractor is responsible for obtaining other licenses or certificates necessary to provide the services.
-

III. ADDITIONAL REQUIREMENTS

For purposes of Section II above, a person is considered to be customarily engaged in an independently established business if any three of the following requirements are met:

(Check three or more of the following:)

- _____ The Contractor maintains a business location:
- (a) That is separate from the business or work location of the person for whom the services are provided; or
 - (b) That is in a portion of the person's residence and that portion is used primarily for the business.
- _____ The Contractor bears the risk of loss related to the business or the provision of services as shown by factors such as:
- (a) The person enters into fixed-price contracts;
 - (b) The person is required to correct defective work;
 - (c) The person warrants the services provided; or
 - (d) The person negotiates indemnification agreements or purchases liability insurance, performance bonds or errors and omissions insurance.
- _____ The Contractor provides contracted services for two or more different persons within a 12-month period, or the person routinely engages in business advertising, solicitation or other marketing efforts reasonably calculated to obtain new contracts to provide similar services.

_____ The Contractor makes a significant investment in the business, through means such as:

- (a) Purchasing tools or equipment necessary to provide the services;
- (b) Paying for the premises or facilities where the services are provided; or
- (c) Paying for licenses, certificates or specialized training required to provide the services.

_____ The Contractor has the authority to hire other persons to provide or to assist in providing the services and has the authority to fire those persons.

IV. INDEMNIFICATION

If any action is taken by a person or enforcement agency relating to the independent contractor status of Contractor or Contractor's subcontractors in connection with this contract, Contractor shall defend, hold harmless and indemnify the City of Gresham, its elected and appointed officials, employees, volunteers and agents from any such action, claim, judgment, fine, penalty, or order to pay. Contractor shall pay any additional costs incurred by the City in defending such action or incurred as a result of such action. This indemnification is in addition to any indemnification otherwise in this agreement.

V. CERTIFICATION

Contractor and Project Manager certify that the above statements are true and correct.

Contractor Signature

Date

Project Manager Signature

Date

GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION



Resolution No. 3007: State Definition of Blight

Meeting Date: April 6, 2010
Service Area: Urban Design & Planning

Agenda Item Number: C-3
Service Area Managers: Mike Abbaté

REQUESTED COUNCIL ACTION

Move to approve Resolution No. 3007 establishing federally required definitions for seeking Community Development Block Grant (CDBG) funding under the “Activities which aid in the prevention or elimination of slums or blight” national objective.

PUBLIC PURPOSE AND COMMUNITY OUTCOME

The Storefront Improvement Program supports the Downtown Plan economic development goal of using development tools and incentives to encourage redevelopment of Downtown and the creation of more businesses.

It also complements the proposed “Small Business Incentive Program” which seeks to reduce or eliminate fees for small businesses Downtown. The program is designed to help fill commercial vacancies and support small business creation or expansion.

The definitions in Resolution No. 3007 will allow the City to accept a CDBG grant to start a Downtown Gresham Storefront Improvement Program if the grant is awarded to the City. This will support the Downtown Plan Implementation project on the 2010 Council Work Plan.

BACKGROUND

Overview

As part of the Downtown Implementation Plan project, City staff was directed to seek funding sources to start a Storefront Improvement Program in Downtown. Staff has applied for \$125,000 in CDBG funding that would be used to start the program and provide matching grants to property owners or business owners who decided to improve their storefronts. The program also would provide architectural assistance to these property or business owners, who would conduct the improvements in a manner consistent with the Downtown Plan and the Downtown Design Manual.

Federal regulations require the City to establish certain definitions that describe why the project area qualifies under U.S. Housing and Urban Development Regulations. The City must, for the purposes of the CDBG grant application, define:

- blighted area

- physical deterioration of building or improvements
- chronic high vacancy in commercial buildings
- significant declines in property values

These definitions are provided in the attached resolution.

RECOMMENDATION AND ALTERNATIVES

Recommendation:

Staff recommends approval of the resolution with the definitions of those terms.

Alternatives:

The Council's options include:

1. Approve the resolution with modifications. If the modifications are consistent with U.S. Housing and Urban Development regulations, the City will still be able to accept a CDBG grant.
2. Decline to adopt the resolution. This would mean that the City could not accept a CDBG grant to begin the Storefront Improvement Program.
3. Direct staff to revise the resolution for later adoption. The resolution must be approved on or before May 4, 2010, so the City can accept a CDBG grant.

BUDGET / FINANCIAL IMPACT

Activities related to this resolution were included in the 2009/2010 budget.

PUBLIC INVOLVEMENT

The Storefront Improvement Program grant application received letters of support from:

- Central City Neighborhood Association
- Gresham Downtown Development Association
- Historic Downtown Gresham Business Association
- Planning Commission
- Design Commission

The proposed program also has been discussed at a Gresham Downtown Development Association annual meeting. If the City receives the grant, staff plans to work with Downtown stakeholders to refine the structure of the program to provide the most effective incentive for business and property owners to improve their storefronts and the health and competitiveness of Downtown.

NEXT STEPS

The City Council will consider Community Development Block Grant requests and Community Development and Housing Subcommittee recommendations on May 4, 2010. The creation of the Storefront Improvement Program is contingent on the City receiving the grant. If the grant is awarded to Gresham, the program could start shortly after the funds are available in fiscal year 2010/2011.

ATTACHMENTS

- A. Resolution No. 3007
 - B. "Blighted areas" definition from ORS 457.010
-

FROM:

Mike Abbaté, Urban Design & Planning Director
Jonathan Harker, Long Range Planning Manager
Brian Martin, Associate Planner, Urban Design & Planning

REVIEWED THROUGH:

David Ris, City Attorney's Office
Janet Young, Economic Development Services
Eric Schmidt, Community Development Services
Dave Rouse, Environmental Services
Office of Governance & Management

FOR MORE INFORMATION

Staff Contact: Brian Martin, Associate Planner
Telephone: 503-618-2266
Staff E-Mail: Brian.Martin@GreshamOregon.gov
Website: www.GreshamOregon.gov

RESOLUTION NO. 3007

A RESOLUTION ESTABLISHING DEFINITIONS FOR THE PURPOSES OF A COMMUNITY DEVELOPMENT BLOCK GRANT APPLICATION

The City of Gresham Finds:

A. The City of Gresham has applied for Community Development Block Grant (CDBG) funding to start a Storefront Improvement Program in Downtown Gresham.

B. U.S. Housing and Urban Development Regulation 24 CFR 570.208(b)(1)(i) requires that jurisdictions seeking funding under the “activities which aid in the prevention or elimination of slums or blight” national objective must meet a definition of a “slum, blighted, deteriorated or deteriorating area under State or local law.”

C. Gresham’s Storefront Improvement Program project area qualifies under the State of Oregon definition of blight as found in ORS 457.010 because it contains deterioration detrimental to the welfare of the community, including structures unfit to occupy for commercial purposes because of faulty interior arrangement and exterior spacing, obsolescence, or deterioration; the existence of inadequate open spaces; or a lack of proper utilization of areas resulting in unproductive conditions of land potentially useful and valuable for contributing to the public health, safety and welfare.

D. U.S. Housing and Urban Development Regulation 24 CFR 570.208(b)(1)(ii) requires that at least 25 percent of properties throughout the Storefront Improvement Program project area experience one of more of the following conditions:

1. Physical deterioration of building or improvements;
2. Abandonment of properties;
3. Chronic high occupancy turnover rates or chronic high vacancy in commercial or industrial buildings;
4. Significant declines in property values or abnormally low property values relative to other areas in the community; or
5. Known or suspected environmental contamination.

E. Gresham determined that more than 38 percent of the properties in the Storefront Improvement Program project area experienced one of the aforementioned conditions, as documented in the City’s application to the City of Gresham for CDBG funding for the program and in data on file in the Urban Design & Planning Department. Conditions 1, 3 and 4 from Finding D above were documented.

THE CITY OF GRESHAM RESOLVES:

1. The state’s definition of “blighted areas” in ORS 457.010 is the applicable definition for “slum, blighted, deteriorated or deteriorating area under State or local law” for the purposes of applying for CDBG funding for a Downtown Gresham Storefront Improvement Program.

2. The definition of “physical deterioration of building or improvements” for the purposes of the CDBG application is “structures or properties experiencing peeling paint; excessive growth of moss on surfaces including roofs; cracking foundations; cracked, damaged or missing siding, fascia or soffits; water damage to exterior surfaces; cracked, deteriorating or rusting signs or awnings, including structures that support signs; cracked or broken windows; deteriorating, damaged or unpaved parking lots, including curbs; deteriorating, damaged or missing gutters; deteriorating improvements, such as planters or loading docks; boarded up windows; loose, deteriorated or missing roofing material; masonry that is crumbled or damaged or has loose or missing mortar; inoperable mechanical equipment on an exterior.”

3. The definition of “chronic high vacancy in commercial buildings” for the purposes of the CDBG application is “commercial buildings that experienced continuous vacancy during the six (6) months prior to January 15, 2010, or were vacant on more than one occasion during that time period.

4. The definition of “significant declines in property values” for the purposes of the CDBG application is “properties whose real market value as determined by the Multnomah County Assessor’s Office declined by more than 5 percent from 2005 to 2009.”

Yes: _____

No: _____

Absent: _____

Abstain: _____

Passed by the Gresham City Council and effective on _____.

City Manager

Mayor

Approved as to Form:

Senior Assistant City Attorney

GENERAL PROVISIONS

457.010 Definitions. As used in this chapter, unless the context requires otherwise:

(1) “Blighted areas” means areas that, by reason of deterioration, faulty planning, inadequate or improper facilities, deleterious land use or the existence of unsafe structures, or any combination of these factors, are detrimental to the safety, health or welfare of the community. A blighted area is characterized by the existence of one or more of the following conditions:

(a) The existence of buildings and structures, used or intended to be used for living, commercial, industrial or other purposes, or any combination of those uses, that are unfit or unsafe to occupy for those purposes because of any one or a combination of the following conditions:

(A) Defective design and quality of physical construction;

(B) Faulty interior arrangement and exterior spacing;

(C) Overcrowding and a high density of population;

(D) Inadequate provision for ventilation, light, sanitation, open spaces and recreation facilities; or

(E) Obsolescence, deterioration, dilapidation, mixed character or shifting of uses;

(b) An economic dislocation, deterioration or disuse of property resulting from faulty planning;

(c) The division or subdivision and sale of property or lots of irregular form and shape and inadequate size or dimensions for property usefulness and development;

(d) The laying out of property or lots in disregard of contours, drainage and other physical characteristics of the terrain and surrounding conditions;

(e) The existence of inadequate streets and other rights of way, open spaces and utilities;

(f) The existence of property or lots or other areas that are subject to inundation by water;

(g) A prevalence of depreciated values, impaired investments and social and economic maladjustments to such an extent that the capacity to pay taxes is reduced and tax receipts are inadequate for the cost of public services rendered;

(h) A growing or total lack of proper utilization of areas, resulting in a stagnant and unproductive condition of land potentially useful and valuable for contributing to the public health, safety and welfare; or

(i) A loss of population and reduction of proper utilization of the area, resulting in its further deterioration and added costs to the taxpayer for the creation of new public facilities and services elsewhere.



GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION

Reappointments to Design Commission

Meeting Date: April 6, 2010
Service Area: OGM

Agenda Item Number: C-4
Service Area Manager: Erik Kvarsten

REQUESTED COUNCIL ACTION

Move to confirm the reappointments of Mike Mckeel and Rob Cook to the Design Commission.

PUBLIC PURPOSE AND COMMUNITY OUTCOME

The Design Commission is the primary advisory subcommittee to City Council on design excellence for the built environment of the City. The Commission assists in the development and application of design standards and guidelines, and conducts hearings as necessary to ensure that proposed public and private projects achieve these standards.

BACKGROUND

The City of Gresham Design Commission was approved for formation on August 19, 2009. Mike McKeel and Rob Cook were original members of the Downtown and Civic Neighborhood Committee (DCNARC) and appointed to the Design Commission to serve a three year term. The role of the DCNARC was incorporated into the responsibilities for the Design Commission.

RECOMMENDATION AND ALTERNATIVES

Mayor Bemis is recommending the reappointments of Mike McKeel and Rob Cook to the Design Commission.

BUDGET / FINANCIAL IMPACT

None

PUBLIC INVOLVEMENT

Applicants were originally solicited for citizens with professional design experience such as architecture, urban design, landscape architecture and planning.

NEXT STEPS

None

ATTACHMENTS

None

FROM:

Connie Otto, City Council Coordinator

REVIEWED THROUGH:

Office of Governance and Management

FOR MORE INFORMATION

Staff Contact: Connie Otto
Telephone: 503-618-2360
Staff E-Mail: connie.otto@greshamoregon.gov
Website: www.greshamoregon.gov



GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION

Intergovernmental Agreement With TriMet: Transit Police Services

Meeting Date: April 6, 2010
Service Area: Police

Agenda Item Number: C-5
Service Area Manager: Craig Junginger

REQUESTED COUNCIL ACTION

Move to approve the Intergovernmental Agreement with the Tri-County Metropolitan Transportation District of Oregon and the City of Portland to provide TriMet Transit Police Services and continue with the Eastside Precinct. The new agreement will continue the relationship for 5 one-year terms starting July 1, 2010 through June 30, 2015.

PUBLIC PURPOSE AND COMMUNITY OUTCOME

The IGA will allow the City to continue using TriMet funding to provide safe public transportation through programs tailored to meet the changing needs of the community.

BACKGROUND

The current IGA with Tri-Met is set to expire on June 30, 2010. This IGA continues a partnership between the Cities of Gresham and Portland and TriMet to provide Gresham Police Department employees to the Transit Police Division of TriMet. TriMet will reimburse Gresham for all costs to include salary, benefits, and overtime plus 5% administrative overhead in a monthly invoice for six Officers, one Sergeant and one Lieutenant.

Renewing the IGA allows for a policing partnership to continue and provides Gresham with a regional "voice" in how safety and security is provided to the local transit system.

RECOMMENDATION AND ALTERNATIVES

Move to approve the Intergovernmental Agreement with TriMet and the City of Portland to provide enhanced police services on TriMet property and vehicles.

The Council may choose to not approve this agreement, which will effectively end the City's partnership with TriMet. Police Department staff will be reassigned.

BUDGET / FINANCIAL IMPACT

The agreement will fund six Police Officers, one Sergeant and one Lieutenant. Reimbursement also includes an additional 5% for Indirect Administrative expenses. All Salary expenses will total approximately \$887,000 with indirect expense of \$44,000 for a total one year reimbursement of \$931,000.

If approved, these resources will be included in the upcoming 2011 proposed budget.

PUBLIC INVOLVEMENT

N/A

NEXT STEPS

Renewal of the IGA will continue funding through TriMet for Gresham Police Department staff effective July 1, 2010.

ATTACHMENTS

Intergovernmental Agreement No. 10-0811

FROM:

Craig Junginger, Chief of Police
Tim Gerkman, Police Captain
Annie Watt, Sr Management Analyst

REVIEWED THROUGH:

Deborah Bond, Finance and Management Services Director
David Ris, City Attorney
Office of Governance and Management

FOR MORE INFORMATION

Staff Contact: Tim Gerkman
Telephone: 503-618-2320
Staff E-Mail: timothy.gerkman@greshamoregon.gov
Website: www.greshamoregon.gov

**INTERGOVERNMENTAL AGREEMENT
AMONG THE TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON, THE CITY OF PORTLAND AND THE CITY OF GRESHAM FOR
TRANSIT POLICE SERVICES**

Contract No. 10-0811

This Agreement is entered into among the Tri-County Metropolitan Transportation District of Oregon ("TriMet"), the City of Portland (Portland) and the City of Gresham, pursuant to authority granted in ORS Chapter 190.

RECITAL

TriMet, Portland and the City of Gresham ("the parties") desire to enter into an Agreement with respect to Transit Police Division services including but not limited to deployment strategy, priority of services and administrative procedures.

AGREEMENT

The parties agree as follows:

1. TERM: The initial term of this Agreement shall be from July 1, 2010 through June 30, 2011. Thereafter, this Agreement will automatically renew for successive one-year terms through June 30, 2015, unless terminated sooner under the terms of this Agreement.
2. RESPONSIBILITIES OF PARTIES: See attached Exhibits 1 through 3.
2. TERMINATION:
 - a. Any party may terminate this Agreement for its convenience and without penalty by giving the other parties thirty (30) days written notice of its intention to terminate.
 - b. If TriMet is unable to appropriate sufficient funds to pay the City of Gresham for their services under this Agreement, TriMet must notify the City of Gresham and Portland and this Agreement shall automatically terminate as of the end of the last fiscal year for which such appropriations are available.
 - c. Any obligations arising prior to the date of termination survive the termination, including any obligation to defend, indemnify and hold harmless any other jurisdiction.
4. INDEMNIFICATION:

Portland and the City of Gresham will be responsible for the work of the officers assigned to the TriMet Transit Police Division.

Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, the City of Gresham shall indemnify, defend and hold harmless TriMet and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of the City of Gresham, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, TriMet shall indemnify, defend, and hold harmless the City of Gresham and Portland from and against all liability, loss, and costs arising out of or resulting from the acts of TriMet, its officers, employees, and agents in the performance of this Agreement. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, Portland shall indemnify, defend, and hold harmless the City of Gresham and TriMet from and against all liability, loss, and costs arising out of or resulting from the acts of Portland, its officers, employees, and agents in the performance of this Agreement.

5. **INSURANCE:** Each party shall be responsible for providing workers' compensation insurance for their respective employees, as required by law, and may elect to commercially insure or self insure for any other liabilities assumed under this Agreement.
6. **ADHERENCE TO LAW:** Each party must comply with all federal, state, and local laws and ordinances applicable to this Agreement.
7. **ACCESS TO RECORDS:** Each party must have access to the books, documents, and other records of the other parties related to this Agreement for the purpose of examination, copying, and audit, unless otherwise limited by law.
8. **SUBCONTRACTOR AND ASSIGNMENT:** No party shall subcontract or assign any part of this Agreement without the written consent of the other parties.
9. **ENTIRE AGREEMENT:** This Agreement incorporates by reference and makes all of the terms and conditions of the Exhibits 1 through 3 attached hereto a part of this Agreement and constitutes the entire agreement between the parties. This Agreement may be modified or amended only by the written agreement of the parties.
10. **ATTORNEY FEES:** In the event a lawsuit is filed to obtain performance of any kind under this Agreement, the prevailing party is entitled to additional sums as the court may award for reasonable attorney fees, all costs, and disbursements, including attorney fees, costs, and disbursements on appeal.
11. **SEVERABILITY:** The parties agree that, if any term of this Agreement, is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms will not be affected.
12. **NOTICES:** The parties must send any notices, bills, invoices, reports, or other written communications required by this Agreement through the United States Mail, first-class postage paid, or personally delivered to the addresses below:

The parties have caused this Agreement to be executed by their duly appointed officers, authorized to bind the party for which they sign.

THE CITY OF GRESHAM
1333 NW Eastman Parkway
Gresham, Or. 97030

CITY OF PORTLAND
1221 SW 4th Ave.
Portland, Or. 97204

**TRI-COUNTY METROPOLITAN
TRANSPORTATION DISTRICT OF
OREGON (TRIMET)**
4012 SE 17th Ave.
Portland, OR. 97202

Erik V. Kvarsten
City Manager

Sam Adams
Mayor

Shelly Lomax
Executive Director, Operations

date

date

date

Lavone Griffin-Valade
Auditor

date

Approved as to form:

Legal Counsel

Linda Meng, City Attorney

TriMet Legal Counsel

date

date

date

Exhibits:

Exhibit 1 – Transit Police Division Administration & Operations

Exhibit 2 – Transit Police Division Staffing Letter

Exhibit 3 – Transit Police Division Personnel Operations

EXHIBIT 1

TRANSIT POLICE DIVISION ADMINISTRATION & OPERATIONS

1. SERVICE LEVEL

For the term of this Agreement, the City of Gresham will provide one or more full-time officer(s) for assignment to the Transit Police Division (hereinafter Division), in such numbers and classifications as the parties mutually agree in writing, by letter among the City of Gresham Chief of Police, the Transit Police Division Commander and TriMet's Executive Director - Operations, with such letter in the form set forth in Exhibit 2. If a vacancy of any of the agreed-upon number of officers is not filled within 90 days, the parties agree that TriMet may reassign the opening to another jurisdiction, to provide officer(s) to the Division. The City of Gresham personnel assigned to the Division will remain employees of the City of Gresham and will not be considered employees or agents of TriMet or the City of Portland (Portland). For purposes of this Agreement, the officer(s) assigned to the Division will be referred to as assigned to the TriMet Transit Police Division.

2. OPERATIONS

- a. Deployment Strategy and Priority for Services: The parties recognize that they have legitimate interests in the management and deployment of officers assigned to the Transit Police Division. The parties will work together to ensure:
- (1) On-Board Presence: The priority for Transit Police deployment is presence on the transit system vehicles and at transit system public facilities.
 - (2) Calls for Service: In general, response to 9-1-1 calls for transit system incidents shall be responded to by local law enforcement from the respective jurisdiction.
 - (3) Arrests: Arrests on the transit system incidents shall be by the respective Transit Police or local law enforcement that originated action on the incident.
 - (4) Law Enforcement Support: Transit Police and local law enforcement shall be responsible for law enforcement support activities for their respective primary areas of responsibility.
 - (5) Enforcement: Transit Police enforcement shall focus on TriMet ordinances, including fare enforcement, and State and City laws to help ensure the security of passengers, employees, and transit system property.
 - (6) Targeting: Transit Police deployment shall focus on identified problem areas, routes and/or transit centers/transfer points based on data relative to the greatest needs for "preventive action"; using community policing strategies whenever possible.

b. Agency Cooperation and Coordination:

- (1) The parties will work closely and continuously communicate with each other to ensure that the resources, strategies, work force deployment, and initiatives of TriMet, Portland, the City of Gresham are coordinated and effective.
- (2) The Commander, TriMet Transit Police Division, or his/her designee, will coordinate contact with the parties to insure that the resources, strategies, work force deployment, and initiatives of the Division and those of the respective law enforcement agencies are coordinated and effective.
- (3) The City of Gresham agrees to work cooperatively in an effort to increase reporting of TriMet related incidents. The City of Gresham agrees to provide to the Division TriMet coded reports, data, and records. TriMet agrees to make available to the City of Gresham, through the Division, particular data, reports, records, etc. that will assist in fulfilling the mission as outlined in this document.

c. Officer Seniority: Determination of officer seniority of the Transit Police Division for purposes of making shift, vacation, holiday, and overtime assignments shall be according to the attached Exhibit 3.

d. K-9 Unit Training Facility: TriMet has entered into a ground lease (hereinafter "Lease") with the Port of Portland effective September 17, 2007 for the use of certain premises (hereinafter "Premises") to house explosives storage magazines in support of TriMet's training requirements to maintain U.S. Department of Homeland Security, Transportation Security Administration ("TSA") certification for K-9 units. Certain Transit Police Division personnel as designated by TriMet and TSA will be authorized to access and utilize the Premises for purposes of TriMet's K-9 unit training in accordance with the Lease terms. The City of Gresham agrees that the work and operations of the Division including assigned transit police personnel, with respect to activities relating to the Premises, are subject to and shall comply with all provisions and requirements of the Lease, the terms of which are incorporated into and made part of this Agreement, and specifically any obligations of TriMet as Lessee.

3. REIMBURSEMENT OF COSTS

- a. Costs: The City of Gresham must pay the salaries, overtime, insurance, retirement, and other benefits of its respective officers serving in the TriMet Transit Police Division. The City of Gresham shall invoice TriMet monthly for all such Division personnel. Administrative fees charged by the City of Gresham to TriMet in connection with billings shall not exceed the sum of 5% of direct costs of salaries, overtime, insurance, retirement and other benefits paid to its personnel assigned to the Division. TriMet agrees to compensate the City of Gresham within thirty (30) days after receiving the invoice. Invoices should be submitted to TriMet, Attn: Accounts Payable-FN4, 4012 SE 17th Avenue, Portland, OR 97202.

- b. Amount: Before April 1st of each year of this Agreement, the City of Gresham must submit to TriMet a proposed annual budget for services under this contract for next fiscal year (July 1 through the following June 30). The parties will then agree on the compensation to be paid by TriMet for services to the City of Gresham under this Agreement. If the parties cannot agree on such compensation by June 1st, any party may elect to terminate this Agreement without penalty.

EXHIBIT 2
TRANSIT POLICE DIVISION STAFFING LETTER

(on TriMet letterhead)

(date of letter)

Chief of Police
City of Gresham
1333 NW Eastman Parkway
Gresham, Or. 97030

RE: City of Gresham Police Staffing to TriMet Transit Police Division

Dear _____:

This letter is issued pursuant to the July 1, 2010 Agreement among the Tri-County Metropolitan Transportation District of Oregon (TriMet), the City of Portland and the City of Gresham, for TriMet Transit Police Services, as amended, to establish or change the number of police officers assigned from the City of Gresham to the TriMet Transit Police Division.

Prior Staffing from (effective date of agreement), 2010, To-Date

- from (effective date of agreement), 2010 to (date) (specify number of officer(s))
- from (date) to (date) etc. (specify revised number of officer(s) etc.)
- from (date) to (effective date of this staffing change) (specify revised number of officer(s))

Staffing from (effective date of this staffing change)

- from (effective date of this staffing change) (specify revised number of officer(s))

Any future change in the number of officers assigned from the City of Gresham Police to the TriMet Transit Police Division, is subject to mutual agreement by the parties by subsequent letter in similar form.

Sincerely,

Shelly Lomax
Executive Director, Operations
TriMet

Agreed to by the City of Gresham:

Agreed to by City of Portland:

Chief of Police

date

Transit Police Commander

date

EXHIBIT 3

TRANSIT POLICE DIVISION PERSONNEL OPERATIONS

It is the intent of this Agreement: (1) to recognize that the TriMet Transit Police Division (Division) is staffed by police officers from multiple jurisdictions, each covered by their respective collective bargaining agreements, but that shifts, days off, vacations and overtime need to be assigned in a fair and equitable manner; (2) to provide for assignment of shifts, days off, vacations and overtime by seniority; (3) to allow for the change of shift hours of operation and to re-allocated positions and days off within certain shifts to maintain an appropriate balance of field strength.

THE PARTIES AGREE THAT:

1. Current and future City of Gresham officers assigned to the Division will use their City of Gresham date of hire seniority as the means to select shifts, days off, vacations and overtime.
2. Current and future City of Gresham officers assigned to the Division will abide by the provisions of this Exhibit 3.
3. Seniority shall be defined as the length of uninterrupted service by the officer in his/her agency within the officer's Civil Service classification following the officer's most recent appointment. Time spent in the Armed Forces, on military leaves of absence, other authorized leaves and time lost because of duty-connected disability shall be included in length of service. If an officer who has been promoted reverts to a position she/he formerly held, the officer's seniority shall be the sum of the seniority earned in the promotional class and in the class to which the officer reverts.
4. Subject to manpower needs and maintaining efficiency of the Division/Detail, seniority shall be the prime factor in the selection of shifts and days off provided the officer is otherwise qualified. Seniority shall govern in the selection of vacation and holidays.
5. In the case of voluntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacations. The transferring officer may not use seniority to bump another officer's shift or days off until 45 days from the date of the written request.
6. In case of involuntary transfer and/or assignment, the seniority of an officer shall apply immediately to the officer's choice concerning holidays and vacation. In the event of an involuntary transfer, the Division shall accommodate the shift and/or days off preferences of transferring officers immediately, and shall not involuntarily bump any other officer for at least thirty (30) days from the time the bumped officer receives notice of the bump. The transferring officer may not use seniority to bump another officer's shift or days off until 30 days from the date of the written request.

7. For the purposes of this Agreement, the phrase "Transferring Officer" shall refer to an officer desiring to change shifts, days off or assignments, or an officer who is involuntarily transferred.
8. The Division shall prepare a form to be used by officers desiring to transfer from one shift, assignment, or day off configuration to another within the same reporting unit. For the purposes of this Agreement, this form shall be referred to as the "Transfer Request Form." The Transfer Request Form shall contain a place for transferring officers to indicate their preferences with respect to shifts and days off.
9. A transferring officer may complete a Transfer Request Form at any time. If the officer is seeking or anticipating a transfer, the officer shall file the Transfer Request Form with a Division Lieutenant. If the officer is seeking a change in days off or shifts which do not involve a transfer between reporting units, the Transfer Request Form shall be filed with the officer's shift commander. The Division will forward a copy of the Transfer Request Form to the location of the anticipated transfer.
10. In the event of a change in days off or shifts that do not involve a change in reporting units, the time frames referred to in Sections 5 and 6 of this Exhibit 3 shall begin to run when the transferring officer submits the Transfer Request Form.
11. When the Division knows that an officer's preferences as indicated on a Transfer Request Form will result in the displacement of the shift or days off of another officer (referred to herein as the Transferred Officer), the Division shall notify the Transferred Officer as soon as possible of the fact that he or she may be bumped.
12. The Division shall accommodate the shift and/or days off preferences of transferring officers on a faster time schedule than that contained in Sections 5 and 6 of this Exhibit 3, if, in the Division's judgment, it is operationally sound to do so, provided that no other affected officer is bumped from his or her days off or shift who objects to the accommodation.
13. An officer may exercise seniority to bump another officer for shift and days off only once in ninety (90) days.
14. **Vacations.** Employees shall be allowed to select two vacation periods on the basis of seniority. Each vacation period must be of a minimum duration of one day. Vacation time shall be scheduled by the Division with due consideration being given to requests from officers which shall be determined among officers of equal rank by seniority; provided, however, that each officer shall be permitted to exercise the right of seniority only once each year. The sign-up deadline for the exercise of seniority in the selection of vacations shall be March 15 for the calendar year running from April 15 through April 14 of the following year.
15. **Holiday Assignment.** Where the shift strength is reduced or increased on holidays, consistent with the needs of the Division, assignments shall be offered to the most senior officer. Except for an emergency, the Division shall provide a minimum of ten (10) days' notice of any deviation from normal shift strength so that officers may plan the use of their time.
 - A. Where shift strength is reduced, the most senior officer scheduled for duty on the shift shall be offered the option of working or not. Where shift strength is increased, the most senior officer on the shift shall be offered the option of working or not.

- B. For purposes of this section, New Year's Eve and Christmas Eve shall be treated as holidays.

16. **Seniority for Vacation Purposes upon Transfer.** If an officer is involuntarily transferred, the Division shall honor the officer's pre-selected vacation times, and shall not disrupt the pre-selected vacation time for other officers in the division to which the officer is involuntarily transferred. If an officer accepts a voluntary transfer, the Division shall attempt to accommodate, to the extent possible, the officer's pre-selected vacation times.

17. **Shift Overtime.** Where the overtime is not directly related to activities begun by an officer during the officer's regular shift, and where the planned overtime is anticipated to be four (4) hours or more in duration, the overtime shall be offered, in the order of seniority, to officers in the Division. Once each eligible officer has had the opportunity to work shift overtime in a pay period, officers may once again use their seniority to work shift overtime as described above, and the seniority list shall rotate in the same fashion thereafter. The Division shall maintain a list in each reporting unit upon which officers must place their names indicating a willingness to work shift overtime. If an officer is incorrectly passed over for shift overtime, the officer shall be allowed to work a makeup overtime assignment within the next two pay periods following the discovery of the error. The officer and the Division shall mutually agree upon the makeup overtime assignment, which shall not displace another officer's already-selected overtime assignment. An officer who has been incorrectly passed over shall not be otherwise entitled to compensation for the missed overtime.

18. **Work Hours.** An officer will normally be given adequate advance notice of any change in the officer's regular hours of work, except where an emergency (an emergency is defined as an unforeseen event affecting the Division's ability to perform its mission) exists. Notice given less than forty-eight (48) hours (or seventy-two [72] hours under the Four-Ten Plan) before the officer is to begin work under the changed schedule entitles the officer to compensation at the overtime rate for those hours not exceeding eight (8) hours that are earlier, later, or different from the hours the officer last worked in a work day. A police officer is not entitled to compensation under the overtime rate if the officer is otherwise entitled to compensation under the same hours of work, or if shift changes are the result of a voluntary transfer or promotion.

19. **Discipline.** Discipline and discharge of City of Gresham officers assigned to the Division will be the responsibility of the City of Gresham and in accordance with the Collective Bargaining Agreement between the City of Gresham and the Gresham Police Officer's Association.

20. **Citizen Complaints.** All citizen complaints concerning City of Gresham officers to be referred to the City of Gresham and finding copied to the Commander, Transit Police Division. The City of Gresham agrees to:

- A. Maintain a police accountability system as described at subsections (B) through (G) below.
- B. Provide an accountability system intake point to which the other participating Transit Police jurisdictions ("jurisdictions") can refer or deliver complaints about City of Gresham officers working in the Transit Police Division.
- C. Receive, review and evaluate all complaints referred or delivered by the other jurisdictions concerning its officers who work in the Transit Police Division.
- D. Deliver all complaints about an officer who works in the Transit Police Division received from citizens or generated by peace officers to the accountability system intake point of the subject officer's employing jurisdiction.

- E. Absent a conflict with ORS 181.854 (3), permit investigators from other jurisdictions to share information with their counterparts investigating or reviewing an incident involving a Transit Police Division officer.
- F. Adhere to Portland Police Bureau Transit Police Division SOP A-20 to the extent it does not conflict with City of Gresham labor agreement and agency procedures or directives.
- G. Conduct joint investigations when necessary an appropriate.

21. Collective Bargaining Agreement. All other terms and conditions of any current Collective Bargaining Agreement between the Gresham Police Officer's Association and the City of Gresham shall remain in effect as to other issues not addressed by this Exhibit 3. In the event of a conflict between such Collective Bargaining Agreement and this Exhibit 3, the provisions of such Collective Bargaining Agreement shall govern.

GRESHAM CITY COUNCIL

AGENDA ITEM TYPE: DECISION



Council Meeting Minutes

Meeting Date: April 6, 2010
Service Area: OGM

Agenda Item Number: C-6
Service Area Manager: Erik Kvarsten

REQUESTED COUNCIL ACTION

Move to approve the minutes from the March 9, 2010 Council meeting.

ATTACHMENTS

A. Minutes: March 9, 2010

FROM:

Susanjoy Baskoro, City Recorder

REVIEWED THROUGH:

Office of Governance and Management

FOR MORE INFORMATION

Staff Contact: Susanjoy Baskoro, City Recorder
Telephone: 503-618-2697
Staff E-Mail: Susanjoy.Baskoro@GreshamOregon.gov
Website: www.greshamoregon.gov

1. CONVENE MEETING

Mayor Bemis called the Gresham City Council Policy Development meeting to order at 3:01 p.m. on the 9th day March 2010 in the Springwater Trail and Oregon Trail Conference Rooms, Gresham City Hall, 1333 NW Eastman Parkway, Gresham, Oregon.

COUNCIL PRESENT: MAYOR SHANE BEMIS
COUNCIL PRESIDENT DAVID WIDMARK (DEPART AT 3:30)
COUNCILOR JOSH FUHRER
COUNCILOR SHIRLEY CRADDICK
COUNCILOR DICK STRATHERN
COUNCILOR PAUL WARR-KING
COUNCILOR CAROL NIELSEN-HOOD

COUNCIL ABSENT:

STAFF PRESENT: ERIK KVARSTEN, CITY MANAGER
DAVE RIS, CITY ATTORNEY
JULIE NIEMINSKI, CITY AUDITOR
ALICE ROUYER, EXECUTIVE MANAGER
HEATHER PAULEY, SENIOR ASSISTANT CITY ATTORNEY
CRAIG JUNGINGER, POLICE CHIEF
MICHAEL LEDUC, POLICE SARGEANT
MIKE ABBATÉ, URBAN DESIGN AND PLANNING DIRECTOR
BRIAN MARTIN, ASSOCIATE CITY PLANNER
KATHERINE KELLY, PRINCIPAL CITY PLANNER
JOHN DORST, ENVIRONMENTAL SERVICES DEPUTY DIRECTOR
ERIC SCHMIDT, COMMUNITY DEVELOPMENT DIRECTOR
JANET YOUNG, ECONOMIC DEVELOPMENT DIRECTOR
DAVE ROUSE, ENVIRONMENTAL SERVICES DIRECTOR
ERIC CHAMBERS, ASSISTANT TO THE MAYOR
SUSANJOY BASKORO, CITY RECORDER

2. CITIZEN AND COMMUNITY GROUP COMMENTS FOR AGENDA ITEMS

None

3. CIVIL FORFEITURE LITIGATION

Heather Pauley, Senior Assistant City Attorney introduced Police Sgt. Mike Leduc and then introduced the agenda item. Oregon State Legislature has authorized local government to seize property by abused and drug related crimes (ORS 131A).

Sgt. LeDuc presented the staff report and gave a general scenario of the civil forfeitures (PowerPoint Presentation Exhibit A).

Ms. Pauley presented the legal procedure for a civil forfeiture (PowerPoint Presentation Exhibit A beginning on page 3). She said due to the short time frame allowed by state statute to file forfeiture actions, the City seeks authorization by Council to file actions as they arise.

Mayor Bemis asked what happens to the money or property used in drug related crimes once it is seized by the Police Officers.

Sgt. LeDuc said it depends on the avenue in which the forfeiture was taken. It would go into a city forfeiture fund which is designated toward the purchase of equipment, training, and enforcement of drug offenses.

Mayor Bemis asked if this fund is administered by the Gresham police department or the County.

Sgt. LeDuc said it is specific to Gresham police department. There is a second fund that is a federal fund that the Special Enforcement Team (S.E.T.) is involved with that has a wider purview. This type of forfeiture has a narrower application.

Ms. Pauley said the City will have an Intergovernmental Agreement (IGA) with Multnomah County to determine how the money is divided up. There are specific percentages that are allocated for certain funds, five percent is for the legal drug clean-up fund, 2.5 percent for the asset forfeiture oversight account, 20 percent for the Oregon Criminal Justice Commission account and 10 percent for the State Commission on Children and Family account.

Councilor Craddick asked how often civil forfeiture seizures might happen in Gresham.

Sgt. LeDuc said it is cyclical. But basing it on a \$1,500 limit, it is foreseeable to be 25-30 times per year and probably more depending on the comfort level of the officers.

Councilor Craddick asked how much money this process might generate.

Sgt. LeDuc said he cannot speculate as it will depend on how comfortable the officers will be.

Councilor Craddick asked for follow-up on how much time it will take and what impact it will have on the police department's workload.

Ms. Pauley said staff will prepare a memo in six months describing the impact this additional process might have on the department.

Councilor Warr-King asked what the procedure would be for seizing a drug house and if the title of the property would be turned over to the City.

Sgt. LeDuc said the seizure of real property is almost non-existent. The incurred cost of the clean up and the liability of the property are too great. The police department will not take any forfeiture that might facilitate a loss to the City. Real property tends to get very expensive and the return doesn't benefit the City.

Councilor Warr-King asked about the seizure of a car or boat.

Sgt. LeDuc responded that a car is not real property under the recognized Oregon law. The value of the car and the estimated time involved and the parameters of the case (how prevalent the drug case is or how much drugs this person is moving) will dictate whether the car will be seized.

Councilor Warr-King asked how staff would notice for a claim by another party.

Sgt. LeDuc said anyone with possible claim to the money will be served a seizure notice which states the money was seized and that the Police department understands persons might have an interest in the money. It is up to the claimant to produce evidence of how much interest they might have in the money. It then goes through the review process.

Mayor Bemis read the requested council action **TO AUTHORIZE THE CITY ATTORNEY'S OFFICE TO FILE CIVIL FORFEITURE ACTIONS ON BEHALF OF THE CITY AND THE GRESHAM POLICE DEPARTMENT WHEN NECESSARY WITHOUT THE NEED TO SEEK COUNCIL AUTHORITY FOR EACH CASE**. The consensus of the Council was to recommend this action.

4.a. DOWNTOWN CODE 6-MONTH REVIEW

Mike Abbate, Urban Design and Planning Director introduced **Jonathan Harker**, Long Range Planning Manager and **Brian Martin**, Associate Planner and introduced the two agenda items that are inter-related: Downtown Code Update and Parking Strategies.

Brian Martin presented the staff report on the Downtown Code update (PowerPoint Presentation Exhibit B).

Councilor Craddick asked if the design standards are user friendly.

Brian Martin said some applicants were concerned about the provisions or the affects of the provisions.

Councilor Craddick asked what kind of people were looking at this application process: developers, business owners, and people knowledgeable about development. She also asked if this is being well received by the development community.

Mr. Martin said it was a mixed group of people who reviewed the application process. Not many developers reviewed the applications. Most of the people were very savvy about how the process works and were able to understand the code and work with staff on how to comply.

Councilor Nielsen-Hood asked for clarification on the type of shed that is being referred to under small projects design.

Mr. Martin said the shed is a small structure to store things, like temporary bike parking and items for special events, like chairs. This is not a large pole barn shed.

Councilor Warr-King referred to the access to the property off of Linden Avenue and asked if there is sufficient space to drop people at the front door.

Mr. Martin said the transportation folks and the fire department both reviewed this application. The design modification meets the standards for that function and has been approved. There is enough space for a vehicle to get in and out and it has a short walking area close to the door.

Mayor Bemis referred to the policy question; **SHOULD THE CITY DEVELOP CODE AMENDMENTS TO ADDRESS ISSUES IDENTIFIED WITH THE DOWNTOWN CODE?**

The consensus of the Council was to direct staff to develop code amendments.

4.b. PARKING PLAN

Mr. Abbate introduced **Katherine Kelly**, Transportation Planning Manager and **Brian Martin**, Associate Planner and introduced the Downtown Parking Plan agenda item.

Mr. Martin and **Ms. Kelly** presented the staff report (PowerPoint Presentation Exhibit C).

Councilor Strathern asked how the parking ratios are determined.

Mr. Martin said the parking ratios are determined by spaces per 1000 square feet of floor area. There are a few exceptions with particular uses. The residential component is based on units rather than square footage. There is an attempt to relate the ratio to use and how it works.

Councilor Strathern said if you want to make the City competitive, a major attraction would be to have practical parking.

Mr. Martin said the main purpose is to make sure there is adequate parking for the uses in the near and long term. People go places because they have a destination in mind. Having more options available tends to make the downtown more attractive, so it is a balancing act. Too much parking makes the location non-interesting and too little makes the location hard to get to.

Councilor Strathern said when he goes to a business outside of Gresham he inquires why the business did not locate in Gresham. The issue that reemerges for the private sector is the parking issue.

Councilor Fuhrer referred to shared parking agreed upon by private owners and asked if it is possible for a municipality to acquire a shared parking arrangement on lots that are underutilized.

Ms. Kelly said that Gresham Downtown Development Association (GDDA) works closely with businesses to do shared parking agreements. It is not something required by the City. East Hill church is a good example of a huge parking lot with available off-peak hours. City staff will continually monitor the parking use of employees of downtown businesses. On the public parking side, staff will be engaged at least once a year, probably twice a year to do the parking surveys to look at supply

and demand.

Mr. Martin said on the private side the City does allow shared parking for people trying to meet the minimum parking requirement.

Councilor Fuhrer suggested signage be posted at the First and Main parking lot to point folks to other parking opportunities within walking distance so that if that lot is full, and a person is not familiar with downtown they know exactly where to go to get to the next available parking lot. He suggested an interim strategy to having digital signage showing how many spaces are available at a given lot.

Councilor Fuhrer referred to the graph of percentages of the demand of total capacity and asked if there was information about the trends over time and how much growth in that demand has been seen over the last 10 years. He asked how staff is gauging at what point in the future structured parking will be needed. He asked staff to look at how to maximize the greatest amount of parking stalls on the smallest footprint. He said an urban renewal area in downtown is so important because if you are going to have a funding source to be building structured parking at some point in the future it seems that tax increment financing is the best funding source.

Councilor Nielsen-Hood asked which public parking lots in downtown are not totally utilized.

Ms. Kelly said Third and Miller. She said the TriMet lot is an opportunity for shared parking.

Mayor Bemis asked how the TriMet lot is an opportunity.

Ms. Kelly said she spoke with TriMet and there is a willingness to talk about a shared agreement for off-peak use and possibly special events. There would need to be some signage regarding off-peak hours.

Councilor Nielsen-Hood asked who is doing the parking survey for downtown.

Ms. Kelly said City staff did the parking counts.

Councilor Nielsen-Hood asked about the online survey.

Ms. Kelly said a survey is being sent out online along with a postcard with a link to the online survey. The survey would be given through survey monkey with 17 questions and it will be open to the public.

Mr. Abbate said the survey is to get the perception of people relating to the parking issues. Counts generate data to determine the capacity of the parking lots but surveys give the perception of the community.

Councilor Nielsen-Hood said there needs to be some kind of signage that distinguishes which lots are full and where parking is available.

Mayor Bemis asked what the times were for the a.m. and p.m. peak on the parking counts.

Ms. Kelly said the counts were done from 8 to 9:30 a.m. in the spring. The fall count began at 7:30 to 9 a.m., 11:30 to 1:30 p.m. and 3:30 to 5:00 p.m.

Mayor Bemis said these times do not reflect the restaurant or tavern businesses. He asked where the end game on the parking strategy is, or where staff is trying to go with this discussion.

Ms. Kelly said currently staff is doing nothing. As staff works with the expanded focus group the goal is to come up with three or more alternatives that can be presented to Council. Those alternatives would start with looking at the ratios. No management strategy changes would be complete until the ratios change and that would trigger closer monitoring by staff of what is happening on the supply and demand side. With the focus group, staff hopes to determine the percentage of geographical scope to be defined and what the first management strategy would be. Technically, time limits are the first strategy. However, most times are paired with meters.

Mr. Martin said time limits and meters are used to address problems. The use of time limits and meters are implemented to make sure there is more turnover. Time limits are used to address a capacity problem which the City presently is not experiencing.

Mayor Bemis asked if the counts tracked vehicles that stay in a parking spot for the entire period of time.

Ms. Kelly said yes. We have the turnover rates but have not evaluated them yet.

Mayor Bemis commented on the First and Main parking lot and the fact that employees are parking in that lot and suggested approaching the business owners to encourage use of the lot that has more capacity on Third.

Councilor Fuhrer suggested maximizing the efficient use of parking spaces by painting parking stalls on the street.

Mr. Abbate asked if Council agrees to have staff work on code requirements relating to parking ratios on the private side of development while looking at how that intersects with some of the public parking issues.

Consensus of the Council was to agree to have staff work on code requirements.

5. SMALL BUSINESS ASSISTANCE/INCENTIVE IMPLEMENTATION UPDATE

Eric Schmidt, Community Development Director introduced **Janet Young**, Economic Development Director and **Kristin Chiles**, Small Business Coordinator for the Small Business Assistance program.

Mr. Schmidt presented the staff report.

Ms. Young discussed the outreach efforts surrounding small businesses in the City of Gresham.

Councilor Nielsen-Hood said when citizens contact the Chamber of Commerce with questions about small business issues they are referred to the SBDC or the BIZ center. She asked if staff has discussed the City's small business center with the SBDC and the BIZ center and wondered if there might be some complications or confusion with mixing the two centers.

Mr. Schmidt said staff has communicated with Mt. Hood SBDC about the plans for the City's small business center and the partnership that can be developed between the two entities.

Councilor Fuhrer asked for clarification on a wireless building inspection.

Mr. Schmidt said currently the inspectors print out inspection slips that are carbon copied and processed on sight. With wireless building inspections the information is filled out on sight but is automatically updated through the wireless network instead of carbon copies.

Councilor Fuhrer referred to the qualifications for businesses that relocate within an area but do not expand and asked what the definition or limitations would be for expansions.

Mr. Schmidt said staff is developing this part of the resolution and the immediate proposal states at least a 10 percent expansion.

Councilor Fuhrer said it would make sense to grant a conditional approval on the application being received with the final approval coming at the certificate of occupancy. His reason for this assumption is if there was a business wanting to move into an existing store front that didn't qualify, there could be a situation where the landlord applies for the incentives on behalf of the nameless, faceless business and receives the incentives and then the business moves in and it is determined after the fact that the business was not eligible. However, the landlord received the incentives. He said receiving the incentives at the certificate of occupancy gives the City the opportunity to verify that the applicant did what was proposed in the application.

Mr. Schmidt said the applicant would enter into an agreement with the City about what they are receiving and committing to receiving that certificate of occupancy within the certain time frame.

Councilor Fuhrer suggested the incentives are received upon certificate of occupancy.

Councilor Warr-King asked where the money comes from to do this program.

Mr. Schmidt said staff is working closely with the City Attorney's office, Finance, and Urban Renewal looking at ways in which to cover the fees and the cost to the City. This would be paid through a combination of urban renewal funds and certain waivers of building permits in the areas of downtown and Civic. There will be utility funds that would help pick up the costs if there were any charges. Some of the fees will be waived, such as the technology fee.

Councilor Warr-King suggested staff solicit the business of a couple local banks because the Small Business Association does not make loans but only guarantees loans.

Councilor Craddick asked for clarification of the boundaries for the business license fees.

Mr. Schmidt said staff would be expanding the incentive of the initial business license cost to the entire City.

Councilor Craddick asked what prompted the decision to expand the incentive program for the business license fee to the entire city.

Mr. Schmidt said staff was looking for ways to reduce the initial business license fee or at least to consolidate the fee. In the interest of trying to further incent business, staff felt this would be a good proposal citywide on the short term. Staff is reviewing the longer term approach to how the City addresses business licenses and renewals.

Ms. Young said there was an enormous amount of confusion as to why the fee was charged and there wasn't a sense of value that was being received for the fee in the same way that perhaps a building permit might have a value in. Staff decided this was a barrier to entry. Over the course of the next year staff will look into better ways to handle the initial reviews so there isn't such a negative impact on people who are trying to open their doors in their community thinking they have a \$75.00 fee and then finding several other bills coming to them that don't seem to have much value attached to them.

Councilor Craddick asked if the City has fire inspectors or if the State fire inspectors are being used to inspect businesses in the City.

Mr. Schmidt said the City does have fire marshalls and the State Fire Marshalls office assists.

Councilor Nielsen-Hood asked why the square footage of the business space was modified from 4,000 to 5,000 square feet and what the least amount of square footage is that will be allowed.

Mr. Schmidt said staff looked at what the needs are in the area and the available spaces and determined that 5,000 square feet would be a more appropriate amount. The square footage can be very small, it could go to zero. There is only a cap on the upper number.

Councilor Strathern congratulated the staff on a fabulous program.

Councilor Fuhrer asked why March 31st is the sunset date for this program and since fees are being pulled from other parts of the City to pay for this program would it make sense to have it begin at the end of the fiscal year.

Mr. Schmidt said staff was looking at what the potential cost is to the overall City and it was roughly a year time period.

Mr. Schmidt asked for Council affirmation to continue the work on the development related fees and bringing it forward to Council for approval on May 18, 2010.

Council was in agreement.

Mr. Schmidt asked for Council support on the work of the business licensing fee to go to zero for the same time period.

Council was in agreement.

Mr. Schmidt asked for Council agreement on the effective date of February 17, 2010 for the small business proposal to be retroactive to.

Mayor Bemis asked what the significance is of the February 17th date.

Mr. Schmidt said it was the State of the City Address which is the date the program was announced.

Council was in agreement.

Mr. Schmidt asked for Council agreement on the three core areas versus city-wide.

Councilor Strathern stated he agrees with the language of “targeting” areas and not “excluding” areas to meet the need of someone coming forward that would fit all criteria with the exception of the location.

Mayor Bemis requested some financial analysis to show the difference, be it citywide or the three core areas.

Mr. Schmidt said the activity levels of 2008 and 2009 for commercial tenant improvements of less than 5,000 square feet are divided evenly. Half of the projects are within the three core areas and half within the rest of city. They are roughly equal in terms of dollar amounts, with approximately \$180,000 for the three core areas and \$185,000 for the rest of the City. It is a double potential cost to the City.

Councilor Fuhrer suggested part of the analysis include prospective funding sources if it is extended Citywide and it is important to know how it will be funded.

Mr. Schmidt asked if Council would agree to have staff move forward with the three core areas and report on the activity levels. That would give Council an opportunity to determine whether it should be opened up to the rest of the City at a later date.

Councilor Strathern said it doesn't hurt to say these are the three initial targeted areas being included in this program because of funding limitations.

Councilor Craddick said another advantage of focusing on targeted areas is that the goal has been to focus on the City centers and if the entire City is included it diminishes that goal. It is important to make the core areas thriving and vital. It is more than just giving the businesses an opportunity. It is also to help these core areas begin to be more productive and to have more businesses located in one area.

Mr. Schmidt suggested if Council chose to move forward with the three core areas, staff could return to Council in a six-month interval and track what would have been citywide expenses as well as the three core areas.

Council agreed.

6. GOOD OF THE ORDER

None

7. ADJOURN MEETING

Hearing no further business, the meeting adjourned at 5:10 p.m.

Shane T. Bemis
Mayor

Respectfully Submitted,

Susanjoy Baskoro
City Recorder